

**PLAN ADMINISTRATOR’S MOTION TO COMPEL COMPLIANCE WITH
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ORDER WITH
RESPECT TO CAPITAL PARTNERS SECURITIES CO., LTD.**

Capital Partners Securities Co., Ltd. (“CPS”) by Mitsugu Saito, Executive Officer of CPS hereby submits this response (the “Response”) in opposition to the Motion to compel CPS to comply with the procedures set forth in the Alternative Dispute Resolution Procedures Order In Connection With Claims Held By Lehman Brothers Holdings Inc. Regarding Excess Payments Received By Claimants On Account Of Guarantee Claims, entered by the Court on October 5, 2020 [ECF No. 60886], dated March 1, 2021 (the “Motion”). In support of its Response, CPS respectfully states as follows:

CPS’ MAIN OBJECTION

1. CPS respects the intent of the ADR order and cooperates sincerely.
2. As a Japanese securities company, CPS must comply with the provisions of the ADR order in the context of the laws of Japan.
3. CPS engaged Mayer Brown as attorney in 2019 as the motion was against CPS so that Lehman should understand that CPS has been merely a conduit and CPS has not gained any single dollar and that distributions from Lehman have been directly remitted to the ultimate investors as a fiduciary duty. Then Lehman has requested CPS to send Lehman's notices to the ultimate investors on behalf of them because it has been firmly convinced that CPS had been a conduit. At Lehman's request, CPS sent Lehman's notices

to the ultimate investors five times by registered mail.

As a result, two ultimate investors have paid Lehman the overpayments. Lehman's receipt of overpayments from these ultimate investors is a strong evidence that CPS has been a merely conduit.

On the other hand, under the ADR order it is the ultimate investors who should return the overpayments. CPS participates in the ADR on behalf of the ultimate investors under the agreements, but the Agreement Concerning Foreign Securities Transaction Account [Exhibit A] terms and conditions requires that the cost of the ultimate investors' refund of the overpayment must be collected from the beneficiary, ultimate investors. At the same time, if such costs, including legal fees and interpretations for ADRs, are incurred, CPS must obtain consent beforehand from ultimate investors. However, it is most unlikely that the ultimate investors will approve the burden of such costs with respect to this matter, because the overpayments were caused by Lehman's mistakes to date.

In addition, CPS violates the Financial Instruments and Exchange Act as illegal payoff if it bears the cost of refunding overpayments attributable to the ultimate investors. For these reasons, CPS must reduce such costs, including attorneys' fees and translators, as much as possible. This is why CPS does not appoint an attorney in the ADR procedures and requests Lehman's attorney, bilingual attorney in Tokyo on its behalf. In the first place,

the overpayments are caused by the negligence of Lehman not CPS and the ultimate investors, who are the holder of the defaulted bonds and have no responsibility of receiving overpayments.

Furthermore, in light of the fact that the ultimate investors invested in the bond in Japan at the solicitation of the Tokyo Branch of Lehman Brothers and suffered big losses. Under the ADR procedures, the Mediator is supposed to explain the overpayment in Japanese based on the principle of equity.

4. CPS is obligated under the Agreement Concerning Foreign Securities Transaction Account to reduce the costs attributable to the ultimate investors for the best interests of the ultimate investors as fiduciary duty of a securities company. The purpose of this ADR is to refund the overpayment, and it is unreasonable for the ultimate investors to bear the legal fees because of the overpayment caused by Lehman. CPS is willing to accept the assistance of attorneys if Lehman, which is liable for overpayments, bears the legal fees attributable to the ultimate investors.

5. CPS believes that it has communicated with the Mediator through e-mail methods and that there are no problems in communicating with them. CPS submits such e-mail communication records as evidence as attached [Exhibit B].

6. (i) CPS's position is to minimize any expenses other than the ultimate investors'

refund amount in order to facilitate the refund of overpayments. In addition, CPS does not believe that an attorney is necessary under the ADR procedure.

(ii) CPS has agreed to pay the arbitration costs by e-mail to the Mediator dated February 2, 2021 [Exhibit C]. A copy of this has also been sent to Lehman's attorney. As no mediation agreement has been reached to date, it is obvious that no payment has been made.

(iii) CPS participates in ADRs on behalf of the ultimate investors as a conduit. As noted earlier, CPS cannot accept the costs attributable to the ultimate investors without the prior consent of the ultimate investors in accordance with the Agreement Concerning Foreign Securities Transaction Account. King & Spalding's Tokyo office has already been in direct negotiations with the ultimate investors in Japanese as a translator of Lehman's attorney and has succeeded in refunding the overpayment of at least two investors. Therefore, CPS believes that it is natural that King & Spalding's Tokyo office should continue being as a translator for the ADR.

(iv) CPS believes that the ADR in written forms is the best and only solution in communication with over 200 ultimate investors. In addition, as from the next Zoom meeting, CPS proposes to prepare the best translators from group companies.

(v) CPS cannot disclose personal information to a third party under Act on the

Protection of Personal Information in Japan. If Lehman requires information about the ultimate investors, it should seek disclosure requests from the Tokyo District Court. CPS can disclose such information upon Japanese court order.

7. CPS does not accept the assertion by the plaintiff that CPS is not complying with ADR order in good faith. CPS has been sincerely cooperating with attorneys for Lehman since 2019 regarding a payback of overpayments from investors, by sending letters 5 times on behalf of Lehman. As a result, one investor paid back through CPS and another investor has paid back directly to Lehman. Another investor has agreed to pay back the overpayment. However, Lehman has never responded to the investor's questions as to why he has to pay back more than he has received.

CPS believes more investors will agree to pay back overpayments under ADR procedures if CPS and the Mediator cooperate closely to explain respective investor's questions carefully.

CPS has urged the Mediator by e-mail of February 22, 2021 [Exhibit D] to move forward the ADR, so that the ultimate investors would sit at the table for negotiations.

In spite of the Mediator's e-mail dated March 4, 2021, it is regrettable that this motion is brought by Lehman. The motion discourages the efforts made for the ADR procedures and should be immediately withdrawn.

Dated: March 15, 2021

Mitsugu Saito
Executive Officer
For and on behalf of
Capital Partners Securities Co., Ltd.
Shikoku Building, 1-13-7 Uchikanda
Chiyoda-ku, Tokyo 101-0047
Japan

Exhibit A

The Agreement Concerning Foreign Securities Transaction Account

English translation by Japan Securities Dealers Association

Exhibit B

Mitsugu Saito

差出人: Marc Hirschfield <MHirschfield@rccblaw.com>
送信日時: 2021年2月3日水曜日 3:27
宛先: Steinberg, Arthur; Mitsugu Saito; Davidson, Scott;
william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com;
anton.kolev@lehmanholdings.com
C C: lehman_team@capital.co.jp
件名: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Thank you for communicating Lehman's position. Given the language of the mediation order (which I have no authority to modify), the mediation will need to be by videoconference over Zoom. A such, CPS, please respond to my proposal for the mechanics and timing of the mediation conferences. I would also urge CPS once again to reconsider about having either Japanese or US counsel present to represent CPS. We will also need to have a translator if counsel cannot fulfill that role. Please let me know if CPS will arrange for that or how you otherwise plan to have a translator present.

Thanks,
Marc

Marc E. Hirschfield, Partner



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Cohen Braunfeld LLC

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New York, New York 10036
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From: Steinberg, Arthur <ASteinberg@KSLAW.com>
Sent: Tuesday, February 2, 2021 9:45 AM
To: Marc Hirschfield <MHirschfield@rccblaw.com>; Mitsugu Saito <m.saito@capital.co.jp>; Davidson, Scott <SDavidson@KSLAW.com>; william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com;
anton.kolev@lehmanholdings.com
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Lehman believes Zoom mediation is unquestionably the norm, is the most efficient, and in the end, will be the most productive.

From: Marc Hirschfield <MHirschfield@rccblaw.com>
Sent: Tuesday, February 2, 2021 9:21 AM
To: Mitsugu Saito <m.saito@capital.co.jp>; Davidson, Scott <SDavidson@KSLAW.com>;
william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com; anton.kolev@lehmanholdings.com; Steinberg,
Arthur <ASteinberg@KSLAW.com>
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

****External Sender****

Thank you to both sides for the emails. The Bankruptcy Court's order that governs our mediation provides that the mediation shall be conducted "by video conference or such other means as agreed to by the parties." Accordingly, Lehman would have to agree to what CPS proposes for it to proceed in that manner. Failing such agreement, the mediation will have to be done over Zoom. While I believe that conducting the mediation over Zoom would be more productive, I am open to proceeding how the parties wish. I can say that proceeding by a written mediation would be more time consuming and as such, I would need to increase the rate I am charging if we were to proceed that way. Lehman, please respond with your position on CPS's proposal.

Once we resolve that issue, we can address the others.

Thanks,
Marc

Marc E. Hirschfield, Partner



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From: Mitsugu Saito <m.saito@capital.co.jp>
Sent: Monday, February 1, 2021 11:54 PM
To: Marc Hirschfield <MHirschfield@rccblaw.com>; 'Davidson, Scott' <SDavidson@KSLAW.com>;
william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com; anton.kolev@lehmanholdings.com; 'Steinberg,
Arthur' <ASteinberg@KSLAW.com>
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

Thank you for a draft mediation agreement.

1. CPS agrees to Fees and Costs for mediation, however we are not able to agree to Location of Mediation. As you found that CPS has no capable for the mediation by a Zoom video conference, CPS strongly requests the

mediation shall be occur in writing. It is totally unfair not to consider language barrier otherwise the Over Payment Recipients are all Japanese and mostly do not speak English. As CPS is making a concession that the mediation shall occur in English, LBHI should also make a concession that the mediation shall occur in writing under principle of fairness if LBHI would like to make progress.

2. CPS doesn't plan to have Anderson Mori at the mediation since CPS as a conduit has a duty to act in the Over Payment Recipients' best interest under AGREEMENT CONCERNING FOREIGN SECURITIES TRANSACTIONS ACCOUNT which is adhesive terms and conditions for the account opening with CPS. While The Ultimate Beneficiary Owners Lehman Bond are aggrieved investors caused by LBHI's responsibility for negligence, translation cost should be borne by LBHI.
3. The mediation shall be occur in writing under principle of fairness. While the mediation in Japanese is the most welcome but CPS is trying to make a concession in writing to move forward the mediation.

Best regards,

Mitsugu Saito
CPS

From: Marc Hirschfield <MHirschfield@rcblaw.com>
Sent: Tuesday, February 2, 2021 7:01 AM
To: Mitsugu Saito <m.saito@capital.co.jp>; 'Davidson, Scott' <SDavidson@KSLAW.com>; william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com; anton.kolev@lehmanholdings.com; 'Steinberg, Arthur' <ASteinberg@KSLAW.com>
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

All –

Given the responses by CPS, I think we've made progress. There are a few more things that we need to finalize:

1. Attached is an updated version of the mediation agreement that only changes the date of the agreement and the date by which CPS must pay its share of the mediation cost. Please review and confirm it is acceptable. Also, please provide the email address of the person who will be signing for each side so my assistant can send a Docusign version to each person.
2. There are still the issues of CPS not having counsel at the mediation and how we will deal with translation issues. I understand that CPS does not wish to have US counsel represent it at the mediation. I strongly urge CPS to at least have Japanese counsel present. Mr. Saito, please advise on whether you plan to have Anderson Mori at the mediation and if not, why not. I am hoping that Anderson Mori can not only advise CPS as necessary but also serve as a translator. Given the language barrier, I think it is imperative that CPS arrange for a translator or authorize me to do so at CPS's cost.
3. In terms of scheduling the mediation, given the time differences, that will be a challenge as it appears there are no times that are convenient for all involved. Accordingly, we will have to work around that. I would propose that we do the mediation over two sessions a week apart. Each session would begin at 5:00 pm NY time and end at 10:00 pm NY time. As I understand it, that translates to 7:00 am to Noon in Japan. Can each side let confirm for me that they can make that work?

Once we get agreement on the foregoing issues, I think we can select dates for the mediation.

Thanks, Marc

Marc E. Hirschfield, Partner



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From: Mitsugu Saito <m.saito@capital.co.jp>

Sent: Tuesday, January 26, 2021 5:00 AM

To: Marc Hirschfield <MHirschfield@rccbllaw.com>; 'Davidson, Scott' <SDavidson@KSLAW.com>;
william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com; anton.kolev@lehmanholdings.com; 'Steinberg,
Arthur' <ASteinberg@KSLAW.com>

Cc: lehman_team@capital.co.jp

Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

Thank you for the prompt response.

Well noted with respect to the mediation fee.

Regarding to my second point, we will not be able to communicate with the over payment recipients in real time since there is language barrier. That is why we propose to proceed ADR in Japanese or by way of in writing.

As CPS as Japanese securities company has entered into Agreement Concerning Foreign Securities Transactions Account with all our customers, we have authority to negotiate with Lehman on behalf of the over payment recipients with fiduciary duty.

For your information, Mayer Brown discussed about this agreement with K&S for long time. We have been wondering why they took a plenty of time for a standard agreement provided by Japan Securities Dealers Association under Financial Instruments and Exchange Act. Regulated securities company in Japan is not allowed to extend beyond this agreement even if K&S has an instinctive aversion to this.

CPS has reliance on you as a mediator with vastly experienced.

Best regards,

Mitsugu Saito

CPS

From: Marc Hirschfield <MHirschfield@rccblaw.com>
Sent: Tuesday, January 26, 2021 8:15 AM
To: Davidson, Scott <SDavidson@KSLAW.com>; william.olshan@lehmanholdings.com;
rich.katz@torquepointllc.com; anton.kolev@lehmanholdings.com; Steinberg, Arthur <ASteinberg@KSLAW.com>
Cc: Mitsugu Saito <m.saito@capital.co.jp>
Subject: FW: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

All – please see the email below from Mitsugu Saito and let me know Lehman’s position on the points he makes. Mr. Saito has authorized me to forward his email.

Mr. Saito, with respect to the mediation fee, I am not able to offer a further discount. With regard to most mediations, the fixed fee that I charge winds up being a discount as compared to what it would be had I charged my normal hourly rate. Given the time I’ve spent thus far, that is likely to be especially true for this mediation. Additionally, with regard to your second point, will you be communicating with the parties you mention in real time at the mediation? If not, I am not sure that I understand how we will make progress at the mediation conference if you will not have authority to negotiate with Lehman. Please explain.

Regards,
Marc

Marc E. Hirschfield, Partner



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From: Mitsugu Saito <m.saito@capital.co.jp>
Sent: Monday, January 25, 2021 3:14 AM
To: Marc Hirschfield <MHirschfield@rccblaw.com>
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

To reply for your email below, I am writing to you on CPS’s positions as below.

1. We does have an intention to be a Proper Party to the Mediation in good faith.
2. As CPS is a merely conduit on behalf of the Over Payment Recipients, CPS will transfer your proposals to the Over Payment Recipients in Japanese language.

3. We will pay its share of the Mediation Costs. However the initial cost seems too expensive, is there any space to discount the costs?
4. CPS is NOT appointing Orrick for the ADR. US law firm would not able to act on behalf of the Over Payment Recipients, since they are all Japanese who is not able to understand English.
5. In addition above, as the Over Payment has been caused by the PA, all parties must have a duty to reduce the Mediation Costs for the Over Payment Recipients in good faith.
6. CPS does not agree to an assertion that CPS continues to wrongfully disburse funds to its clients. CPS received an email from Mr. Greg Winter as on 24 August 2017, he mentioned that "However these ISINs may be affected at a future date. If they do become affected and the Plan Administrator withholds payment due to the ISINs being deemed satisfied, you will be properly noticed in the mail." However the Plan Administrator has never withheld payments and has been kept paying in despite of the LBT Procedure had ordered. The latest distribution is made in October 2020. While some of the Over Payment Recipients are applying to the distribution, CPS is withholding the payments. CPS must say the PA's distribution management have been totally messed up.
7. CPS is proposing that the PA should reduce the amount of the Over Payment to the amount the Recipients received. CPS believes that some of the Recipients agree to return its payments if the amount of Over Payment would be adjusted.
8. CPS is expecting the PA will participate in ADR in good faith.

I am looking forward to hearing from you.

Best regards,

Mitsugu Saito
CPS

From: Marc Hirschfield <MHirschfield@rccblaw.com>
Sent: Sunday, January 24, 2021 12:37 AM
To: Mitsugu Saito <m.saito@capital.co.jp>
Subject: FW: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Mr. Saito –

As discussed at our pre-mediation call, I am forwarding the letter that Lehman sent to Orrick. As agreed, you are to respond to me on CPS's positions by January 28, 2021.

Thank you,
Marc

Marc E. Hirschfield, Partner

 **Royer Cooper
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From: Davidson, Scott <SDavidson@KSLAW.com>
Sent: Wednesday, January 20, 2021 7:53 PM
To: 'Stern, Robert' <rsfern@orrick.com>
Cc: Marc Hirschfield <MHirschfield@rcclaw.com>; Steinberg, Arthur <ASteinberg@KSLAW.com>
Subject: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Rob:

Please see the attached letter regarding the mediation with CPS.

Thank you
Scott

Scott Davidson
Counsel

T: +1 212 556 2164; Cell: + 1 516 297 6459 | E: sdavidson@kslaw.com | www.kslaw.com

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King & Spalding LLP
1185 Avenue of the Americas
34th Floor
New York, NY 10036

KING & SPALDING

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Exhibit C

Mitsugu Saito

差出人: Mitsugu Saito <m.saito@capital.co.jp>
送信日時: 2021年2月2日火曜日 13:54
宛先: 'Marc Hirschfield'; 'Davidson, Scott'; 'william.olshan@lehmanholdings.com';
'rich.katz@torquepointllc.com'; 'anton.kolev@lehmanholdings.com';
'Steinberg, Arthur'
C C: 'lehman_team@capital.co.jp'
件名: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

Thank you for a draft mediation agreement.

1. CPS agrees to Fees and Costs for mediation, however we are not able to agree to Location of Mediation. As you found that CPS has no capable for the mediation by a Zoom video conference, CPS strongly requests the mediation shall be occur in writing. It is totally unfair not to consider language barrier otherwise the Over Payment Recipients are all Japanese and mostly do not speak English. As CPS is making a concession that the mediation shall occur in English, LBHI should also make a concession that the mediation shall occur in writing under principle of fairness if LBHI would like to make progress.
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3. The mediation shall be occur in writing under principle of fairness. While the mediation in Japanese is the most welcome but CPS is trying to make a concession in writing to move forward the mediation.

Best regards,

Mitsugu Saito
CPS

From: Marc Hirschfield <MHirschfield@rccblaw.com>
Sent: Tuesday, February 2, 2021 7:01 AM
To: Mitsugu Saito <m.saito@capital.co.jp>; 'Davidson, Scott' <SDavidson@KSLAW.com>;
william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com; anton.kolev@lehmanholdings.com; 'Steinberg,
Arthur' <ASteinberg@KSLAW.com>
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

All –

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2. There are still the issues of CPS not having counsel at the mediation and how we will deal with translation issues. I understand that CPS does not wish to have US counsel represent it at the mediation. I strongly urge CPS to at least have Japanese counsel present. Mr. Saito, please advise on whether you plan to have Anderson Mori at the mediation and if not, why not. I am hoping that Anderson Mori can not only advise CPS as necessary but also serve as a translator. Given the language barrier, I think it is imperative that CPS arrange for a translator or authorize me to do so at CPS's cost.
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Once we get agreement on the foregoing issues, I think we can select dates for the mediation.

Thanks, Marc

Marc E. Hirschfield, Partner



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From: Mitsugu Saito <m.saito@capital.co.jp>

Sent: Tuesday, January 26, 2021 5:00 AM

To: Marc Hirschfield <MHirschfield@rccblaw.com>; 'Davidson, Scott' <SDavidson@KSLAW.com>; william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com; anton.koley@lehmanholdings.com; 'Steinberg, Arthur' <ASteinberg@KSLAW.com>

Cc: lehman_team@capital.co.jp

Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

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Regarding to my second point, we will not be able to communicate with the over payment recipients in real time since there is language barrier. That is why we propose to proceed ADR in Japanese or by way of in writing.

Exhibit D

Mitsugu Saito

差出人: Marc Hirschfield <MHirschfield@rccblaw.com>
送信日時: 2021年3月4日木曜日 22:41
宛先: Mitsugu Saito; 'Steinberg, Arthur'; 'Davidson, Scott';
william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com;
anton.kolev@lehmanholdings.com
C C: lehman_team@capital.co.jp
件名: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Mr. Saito,

Thank you for your email. The decision to file a motion with the Bankruptcy Court was Lehman's and although I was apprised that they would be doing so, I had no part in the motion or Lehman's decision to file one. That said, and as I have explained previously, the notion of conducting a mediation without the assistance of a translator is troubling to me. You described the pre-mediation call we had as being "awful" and said that you had difficulty understanding what was being said. Given this, I do not see how we could possibly have a successful mediation without the assistance of a translator so that everyone can understand the discourse. Also, I believe that CPS having counsel who can assist you during the mediation and explain any nuanced legal issues is also necessary to maximize the chances of our reaching a negotiated outcome.

You should feel free to discuss with Lehman directly the motion it filed. Once there is an outcome to it and clarity on whether we will have a translator and whether you will have counsel, I will look forward to picking up the mediation discussions.

Regards,
Marc

Marc E. Hirschfield, Partner



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From: Mitsugu Saito <m.saito@capital.co.jp>
Sent: Wednesday, March 3, 2021 11:12 PM
To: Marc Hirschfield <MHirschfield@rccblaw.com>; 'Steinberg, Arthur' <ASteinberg@KSLAW.com>; 'Davidson, Scott'

<SDavidson@KSLAW.com>; william.olshan@lehmanholdings.com; rich.katz@torquepointllc.com;
anton.kolev@lehmanholdings.com
Cc: lehman_team@capital.co.jp
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

We are very disappointed to have received LBHI - Motion to Compel CPS with Exhibits.
CPS has agreed to share your fee at our email correspondence on February 1, is there any misunderstanding between us?
We are understanding that the most important is supporting the overpayment recipients for their money back to Lehman rather than sticking on language barrier nor engagement of lawyer.

Best regards,

Mitsugu Saito

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From: Mitsugu Saito <m.saito@capital.co.jp>
Sent: Monday, February 22, 2021 1:29 PM
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Cc: 'lehman_team@capital.co.jp' <lehman_team@capital.co.jp>
Subject: RE: In re Lehman Brothers Holdings Inc. - CPS Mediation Letter

Dear Mr. Hirschfield,

Any update?
CPS is ready to move forward ADR.

Best regards,

Mitsugu Saito

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